

Advanced Distributed Learning (ADL) Sharable Content Object Reference Model (SCORM) Conformance Testing Agreement

This ADL SCORM Testing Agreement is made by and between _____ (“Vendor”) and Naval Undersea Warfare Center Division Keyport (“Testing Organization”), for good and valuable consideration, and on the following terms.

1. KEY INFORMATION

Date: _____

Name of Product Vendor (“Vendor”): _____

Name and Description of Software to Be Tested (“Vendor’s Product”):

Product Version: _____

Conformance Category to be tested for:

☐ Learning Management System

☐ Sharable Content Objects (SCOs) (Attach a list of SCO’s that are to be tested for compliance)

☐ Course, Content and Raw Media Meta-Data (Attach a list of Meta-Data test subjects to be tested for compliance)

☐ Content Packaging

Vendor Administrative Contact information:

Name: _____

Phone: _____

FAX: _____

Email: _____

Vendor Technical Contact information:

Name: _____

Phone: _____

FAX: _____

Email: _____

2. Testing Organization shall perform SCORM conformance testing of the Product(s) specified above in accordance with the attached Terms and Conditions. Testing Organization shall use ADL approved test software to complete SCORM conformance test(s).
3. At the time the Product is submitted for testing, Vendor agrees to pay Testing Organization a fee of \$500 for the purpose of enabling the Testing Organization to pre-assess the Product and prepare a cost estimate to perform SCORM compliance testing on the Product. Upon completion of the pre-assessment, Testing Organization will furnish the Vendor with the cost estimate. Upon Vendor’s approval to proceed and remittance of the funds to perform the test to the Testing Organization, Testing Organization shall commence testing of the Product. Testing Organization retains sole discretion as to the method and location of the conformance testing. If the Vendor chooses not to proceed with the test, Testing Organization shall return the product to the Vendor.

4. By submitting the Product to Testing Organization, Vendor represents and warrants to Testing Organization and Academic ADL Co-Lab that Vendor (i) owns or has all licenses necessary to provide Vendor the legal rights necessary to submit the Product for evaluation; (ii) Vendor will not market, promote, advertise or otherwise represent to third parties that the Software is SCORM-compliant except in accord with the terms and conditions of this Agreement; and (iii) although the Products may or may not become certified hereunder, Vendor reasonably believes the Product potentially may be SCORM-compliant and Vendor has taken steps to make the Product conform to SCORM-standards.
5. At completion of SCORM testing, Testing Organization shall return the Product to Vendor and furnish Vendor a report indicating the test results. All test results shall remain confidential unless the Vendors administrative contact, indicated herein, provides written approval to release the information.
6. If the Product submitted for testing passes and the Vendor approves the release of test results, the Academic ADL Co-Lab on behalf of the ADL Initiative, shall grant Vendor a non-exclusive, non-transferable license to use the <SCORM v1.2 Compliant> trademark or logo solely on or in connection with the Product submitted for testing, according to the terms of the SCORM Logo License Agreement. Vendor acknowledges that no product can bear the label <SCORM v1.2 Compliant> or use the phrase <SCORM v1.2 Compliant> unless it has been tested using software and testing procedures administered by a Certification Organization designated by the Advanced Distributed Learning Initiative (ADLI).
7. If Vendor disagrees with the test results for any reason, it shall notify Testing Organization within 30 days of receiving the test results. Vendor's notification must state clearly and concisely the reasons for the disagreement, including any suspected defects in the SCORM test suite. The notification must also verify that Vendor has made available all of the information needed for Testing Organization to properly run the Product submitted for testing. After duly considering the Vendor's notification, Testing Organization may, in its sole discretion, re-test the Product taking into consideration the information submitted in Vendor's notification. Testing Organization may, in its sole discretion, provide re-testing for no additional cost to the Vendor, or may request additional funds as necessary to complete the re-test. Whether or not it has determined to re-test the Product, the Testing Organization shall submit a final report to Vendor within a reasonable time after receiving Vendor's notification pursuant to this section.

For NUWC Division Keyport:

By: _____
(Print name) _____
Title: _____
Date: _____

For Vendor:

By: _____
(Print name) _____
Title: _____
Date: _____